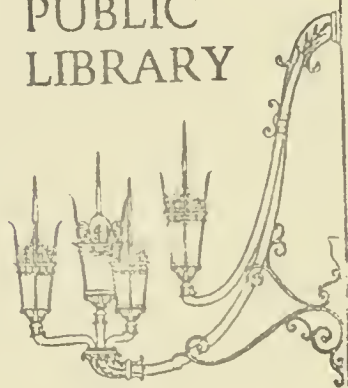


GOV DOC

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BOSTON
PUBLIC
LIBRARY



5/ LOGUE

BOSTON REDEVELOPMENT AUTHORITY
LIBRARY

To: Boston Redevelopment Authority
73 Tremont Street
Boston, Massachusetts

June 13, 1961

PRUDENTIAL CENTER PROJECT

Amendment of Application for Approval of Project under
Chapter 121A of the General Laws and
Chapter 652 of the Acts of 1960

The Prudential Insurance Company of America hereby AMENDS its Application filed with you on January 3, 1961, for Approval of Project under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960 and the Exhibits attached thereto and the Contract with the City of Boston filed therewith so that said Exhibits and Contract shall be in the forms attached hereto and said Application in its entirety shall be in the following form:

"I. The Prudential Insurance Company of America, a mutual life insurance company organized and existing under and by virtue of the laws of the State of New Jersey and authorized to conduct business in the Commonwealth of Massachusetts, having its principal place of business at 745 Broad Street, Newark 1, New Jersey, hereinafter called the Applicant, hereby APPLIES to Boston Redevelopment Authority,

hereinafter called the Authority, pursuant to the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, as amended, the provisions of Chapter 652 of the Acts of 1960 and the Rules and Regulations issued by the Authority, for approval by the Authority of a redevelopment project (hereinafter called the Project, or Prudential Center, or the Center) to be constructed, maintained and managed in the Project Area hereinafter described in accordance with the provisions of (a) said Chapter 121A, as amended, (b) said Chapter 652 and (c) this application and accompanying addenda.

"II. The Project Area contains approximately 1,184,000 square feet of land, is shown as Lots A and B on Plan of Land in Boston by New England Survey Service, Inc., dated October 24, 1960, revised ^{June 8,} ~~May 10,~~ 1961, attached hereto as Exhibit A and is bounded and described as follows:

NORTHERLY by the Southerly line of Boylston Street 1154.88 feet;
 EASTERLY 156 feet and NORTHERLY 100 feet by land now or formerly of Hotel Lenox of Boston, Inc.;
 EASTERLY by the Westerly line of Exeter Street 388.52 feet;
 SOUTHEASTERLY by the Northwesternly line of Huntington Avenue 1133.47 feet;
 SOUTHERLY and SOUTHWESTERLY by Belvidere Street by five lines measuring together 764.66 feet;
 WESTERLY by the Easterly line of Dalton Street 241.24 feet and by land now or formerly of the City of Boston 16.16 feet; and
 NORTHERLY 374.78 feet and WESTERLY 410.34 feet by land of the City of Boston, being the location of the proposed Municipal Auditorium.

"III. The Project Area has not been declared to be a blighted open, decadent or substandard area under Chapter 121 of the General Laws.

"IV. The Project Area, which is a predominantly open area, constitutes in the opinion of the Applicant a blighted open area, as defined in said Chapter 121A of the General Laws, as amended, for the following reasons:

A. It is unduly costly to develop the Project Area soundly through the ordinary operations of private enterprise because:

1. The soil conditions underlying the Project Area conform substantially to the following sequence:

About 15 feet of granular fill material;

Several feet of organic soil which constituted mud at the bottom of the Old Back Bay;

About 25 feet of sand and gravel;

About 100 feet of Boston Blue Clay;

From 5 to 10 feet of hard-pan containing occasional boulders;

Bedrock at an average depth of about 145 feet below the existing ground level, consisting of slaty shale with stratification at an angle of approximately 45 degrees and with rock slopes of 10 degrees or more.

The complex character of the soil, the nature of the underlying bedrock and the necessity of controlling pressures which will be exerted on the soil by buildings require that all high rise construction at this location have foundations which are supported on or

into bedrock. Such foundations must be (a) steel H-piles or (b) steel pipe piles or (c) drilled-in caissons combining the concentrated strength of a heavy steel column, the enclosing concrete and the steel caisson shell. If drilled-in caissons are used, a socket must be drilled into the rock at the lower end of each caisson to provide for vertical and lateral distribution of the heavy loads and stresses which will be created by high-rise construction and grillages are required above the caissons to transfer column loads to the number of caissons required for support. Low-rise construction can properly be supported by reinforced concrete slabs three to four feet thick constituting a continuous floating mat at the bottom of the excavation. In addition, piles must be driven to support that part of any construction enclosing and extending over the railroad and any turnpike or freeway which may be laid out through the Project Area. The foundations penetrating through the floating mat will require the introduction of elaborate expansion joints to take care of inevitable settling.

2. The foundations described above will include metal surfaces coming in contact with the ground which must be coated with protective material to safeguard against the corrosive effect of the ground water present at this site, and zinc anodes

must be attached to metal surfaces to neutralize the stray electric currents which are also present at this site.

3. The entire Back Bay in which the Project Area is situated is subject to a grave water table condition which is greatly magnified at the Project Area because of its size. Most of the buildings in the Back Bay are supported by wooden pile foundations, the piles being cut off under water. So long as the level of the water in the Back Bay is maintained above the top of the piles, no deterioration ensues, but if the water table is lowered for any extended period of time below the top of the piles, the exposed portion of the piles becomes subject to deterioration. Concrete foundation slabs in the Project Area must be constructed at a level below the surface of the water in the soil, and if the height of the water table in the Back Bay outside of the Project Area is to be maintained during construction at the level necessary to cover such piles, a coffer-dam consisting of steel sheet piling driven into the clay strata must be maintained during construction around excavated areas. Cofferdams are subject to leakage and the water which thereby enters an excavation must be removed by pumps until the excavation has been completed and made

watertight. The installation and operation of expensive and complex systems is required during construction to return the water pumped from excavated areas into the ground outside of the Project Area. During pumping operations the water level outside the Project Area must be observed and inspected daily to assure the effectiveness of such operations. Whenever such water level drops below the danger point, immediate steps are required to introduce additional water from the city water system.

4. The Project Area is divided diagonally by the right of way of the Boston and Albany Railroad 82 1/2 feet in width, as shown on the plan, Exhibit A. Four tracks now exist within this right of way. It is proposed that these shall be reduced to two tracks. An extension to Boston of the Massachusetts Turnpike through the Project Area has been approved by the State Department of Public Works, but doubt exists as to whether or not such extension through the Project Area will be constructed. If a turnpike extension is constructed in the location so approved, the Railroad and Turnpike will together occupy a strip of land extending from the site of the Municipal Auditorium on the west to Huntington Avenue on the east, which varies in width from

about 132 feet on the west to about 200 feet on the east. In that event the two remaining railroad tracks which now lie along the northerly side of said strip will be moved to the southerly side thereof, but if the turnpike extension is not constructed and no other road in the same location is constructed, the two remaining railroad tracks must be relocated to permit the construction as planned of the Municipal Auditorium and the building units upon the Project Area. A reduction from four to two tracks will require compliance with the Railroad's signalling, safety and other requirements. Proposals are also under consideration by state and municipal authorities for construction, if an extension of the turnpike is not undertaken, of a freeway extending into or through the Project Area in a location not yet determined. The necessity of planning for alternative possibilities to meet the foregoing uncertainties and of relocating the railroad tracks in any event and complying with the Railroad's signalling and other requirements unduly increase the cost of developing the Project Area. The railroad tracks and the extension of the turnpike or the freeway will lie below the varying grades of adjacent streets, and unduly costly enclosures thereof will be required in order to build around and over them.

5. The elevation of the Project Area is generally, and to various degrees, below that of the surrounding streets. These differences in grade present grave difficulties in providing reasonable access from streets to the Project Area and to building units therein.

6. The size and nature of the Project Area and its sound development require the construction within the Project Area of an extensive system of roads, passageways, ramps, stairs and escalators to accommodate traffic, both vehicular and pedestrian, within the Project Area, and they must be maintained, supervised, drained, lighted and cleaned by and at the expense of the owner.

7. A sound development of the Project Area requires the provision of substantial off-street parking facilities. As a large portion of such facilities will be below the water table, they must be made watertight.

8. Expensive structural facilities must be provided to isolate sound and vibration caused by the operation of the railroad. Space outside the railroad easement and within the Project Area must be made available for ventilating equipment and exit stairways

installed for use in connection with the operation of the railroad. If a turnpike or freeway is constructed similar facilities for isolation of sound and vibration, for ventilating equipment and for exit stairways must be provided for use in connection with such a turnpike or freeway.

9. Because of the absence of public streets in the Center, utility lines of large capacity and extraordinary length from adjacent streets must be provided by the Applicant.

10. The existence of the subway easement and sewer easement shown on said plan which divide the Project Area will require unusual structural provisions in the proper development of the Project Area.

11. The character and nature of the Project Area, with varying grades of adjoining public streets, the railroad easement, the probability of a turnpike or freeway easement and the necessity for large off-street parking facilities, make desirable the construction of a plaza over a large portion of the Project Area, enclosing the easements and off-street parking facilities and providing satisfactory access to adjoining public streets. Such a plaza must consist of a heavy reinforced concrete slab. Such a plaza will not produce appreciable income although it must be maintained, ^{supervised} drained, lighted and cleaned by and at the expense of the owner.

B. An abandonment has occurred in the former use made of portions of the Project Area by the Railroad, by Massachusetts Charitable Mechanic Association and others and a cessation has occurred in work on improvements undertaken in the Project Area which are not feasible to complete without the aids provided by Chapter 121A of the General Laws, as amended, and Chapter 652 of the Acts of 1960.

C. This large, open, undeveloped area, of which no substantial use is now being made, formerly occupied by railroad yards and decadent buildings, has for many years been detrimental to the safety, health, morals, welfare and sound growth of the community. Its existence in a heavily populated area near the heart of the City lies in the path of and impedes the sound growth of the City. The conditions which cause the blight are not being remedied by the ordinary operations of private enterprise either in the Project Area or adjacent areas. If the Project Area remains undeveloped, the blight will be intensified and cause a continuing deterioration of surrounding properties.

"V. The proposed development of the Project Area will be of several types and will vary in usage.

A. On Lot A the development will consist of the following:

1. A plaza constructed over the entire lot, exclusive of the space occupied by building units. It will cover and enclose the railroad and any turn-pike extension or freeway which may be laid out through the lot and off-street parking facilities on Lot A and will provide access to adjoining public streets from the building units on Lot A.

2. A central office building unit at approximately the center of the Project Area. It will be 52 stories in height and contain about 1,000,000 square feet of floor area. It will be air-conditioned and the floor space will be readily adaptable to meet varying office requirements, including those of the Applicant.

3. Four low-rise commercial building units, containing in the aggregate about 190,000 square feet of floor area, constructed adjacent to the central office building unit - two facing Huntington Avenue and two facing Boylston Street. These commercial building units will be designed for rent to tenants providing banking and other services, restaurant facilities and consumer goods.

4. A hotel unit constructed in the westerly end of Lot A containing approximately 950 rooms, together with usual hotel facilities and other facilities designed to accommodate conventions and gatherings with particular reference to the special

requirements of the proposed adjacent Municipal Auditorium for which access will be made available.

5. The portion of the plaza on the Huntington Avenue side of the central office building unit will contain an ice skating rink, while the portion of the plaza on the Boylston Street side of the central office building unit will be designed to accommodate outdoor displays, exhibits and other uses designed to attract visitors to the Center.

6. Beneath the plaza there will be constructed off-street parking facilities, designed primarily for tenants of the Center, to accommodate approximately 1400 automobiles and trucking facilities so designed that loading and unloading operations will not impede traffic flow on adjoining public streets.

B. The uncertainties referred to above which are attendant upon the location of the railroad, and a turnpike extension or a freeway and problems of access to a turnpike or freeway and the delays incident to a solution of such uncertainties render it economically impractical for the Applicant at this time to assume any obligation with respect to the construction of building units on Lot B. Accordingly the Applicant in the development of Lot B will follow one of the following alternates unless the Authority, acting in accordance with the provisions of Chapter 121A of the General Laws and Chapter 652 of

the Acts of 1960, shall upon an application by the Applicant and with the approval of the Mayor grant leave to the Applicant to undertake some other development of Lot B.

Alternate 1. The development of Lot B as an open landscaped area incorporating surface off-street parking facilities, access and exit ways and appropriate screening of the railroad and any turnpike extension or freeway which may be laid out through the lot.

Alternate 2. The construction initially or at a later date and in one or more stages of a plaza over all or some portion of Lot B in extension of the plaza to be constructed by the Applicant on Lot A which to the extent constructed will cover and enclose any underlying section of the railroad, any turnpike extension or freeway which may be laid out through the lot, and off-street parking facilities; and the development of any remaining portion of Lot B as provided in Alternate 1. Off-street parking facilities in plaza areas will provide at least two levels of parking below the level of the plaza and possibly some additional parking area on the surface thereof.

Alternate 3. The construction initially or at a later date in one or more stages: (1) of a plaza over some portion of Lot B or over all thereof, exclusive of space reserved for any planned building units, covering and enclosing to the extent constructed any underlying section of the railroad, any turnpike extension or freeway

which may be laid out through the lot and off-street parking facilities and providing access to adjoining public streets from the building units on Lots A and B; (ii) of one or more of six high-rise air-conditioned multi-family dwelling units, each unit containing apartments of varying size, and at the election of the Applicant a low-rise commercial building; and (iii) of off-street parking facilities below the level of the plaza, to the extent the plaza is constructed, designed primarily for occupants of the Center and trucking facilities so designed that loading and unloading operations will not impede traffic flow on adjoining public streets. Off-street parking facilities in plaza areas will provide at least two levels of parking below the level of the plaza and possibly some additional parking area on the surface thereof. Any part of Lot B not covered by the plaza will be developed as provided in Alternate 1.

Alternate 4. The construction initially or at a later date and in one or more stages: (1) of a plaza over some portion of Lot B or over all thereof, exclusive of space reserved for any planned building units, covering and enclosing to the extent constructed any underlying section of the railroad, any turnpike extension or freeway which may be laid out through the lot and off-street parking facilities and providing access to adjoining public streets from building units on

Lots A and B; (ii) of one or more commercial, mercantile, office, apartment or other type of building unit for which leave shall have been granted in accordance with the provisions of Section 13 of Chapter 652 of the Acts of 1960, (especially the next to the last paragraph thereof); and (iii) of off-street parking facilities below the level of the plaza to the extent the plaza is constructed, designed primarily for occupants of the Center, and trucking facilities so designed that loading and unloading operations will not impede traffic flow on adjoining public streets. Off-street parking facilities in plaza areas will provide at least two levels of parking below the level of the plaza and possibly some additional parking area on the surface thereof. Any part of Lot B not covered by the plaza will be developed as provided in Alternate 1.

C. A road or roads will be constructed within the Project Area to handle traffic and provide access to building units and off-street parking and other facilities. This will allow traffic to reach, pass through and leave the Center without undue interference with the traffic carried by Boylston Street and Huntington Avenue and ramps will lead from such road or roads to areas underneath or adjacent to the plaza.

"VI. The Applicant proposes to commence the work of constructing the Project within six months after the execution and delivery of the contract between the Applicant and the City of Boston provided for by Section 6A of Chapter 121A of the General Laws, as heretofore amended, and by the Rules and Regulations for securing Approval of Projects in Boston heretofore issued by the Authority and the Applicant expects to complete the proposed development of Lot A and one of the proposed alternative developments of Lot B within seven years after such commencement, except to the extent that commencement and progress may be prevented or delayed by circumstances which are not reasonably within the Applicant's control.

"VII. The minimum cost of the Project will be \$70,000,000.

"VIII. The cost of the Project will be financed by the Applicant with its own funds.

"IX. In the opinion of the Applicant the Project does not conflict with the master plan of the City of Boston. Such master plan is included in and attached to a document entitled General Plan for Boston, Preliminary Report, City Planning Board, 1950, and according to that plan the Project Area is situated in a General Business District in which are permitted buildings and uses of the kind proposed in the redevelopment project which is the subject of this Application.

"X. The Project is feasible because:

A. The Project Area is predominantly an open area and the Applicant is the owner of it;

B. The Applicant is able and willing to pay the cost of the proposed development if the aids provided by Chapter 121A of the General Laws, as heretofore amended, and by Chapter 652 of the Acts of 1960 are made applicable to the Project; and

C. The architectural and engineering research and studies conducted by the Applicant and its consultants have demonstrated that the development as planned can be constructed so as to comply with the applicable laws, codes, ordinances and regulations if the Authority with the approval of the Mayor will, pursuant to the provisions of Chapter 652 of the Acts of 1960, grant permission for the deviations referred to in Article XIV of this Application and such other deviations as the Applicant may reasonably request, if the Authority, with like approval where necessary, will make the determination and declaration requested in Articles XV and XVI of this Application and if pursuant to such determinations and declarations the necessary garage and other permits are issued.

"XI. The Project is necessary and desirable because:

A. The proposed development will create in a heavily populated area of the City a large, modern and integrated center having a long usable life and providing many and varied facilities for commercial, hotel and recreational (and possibly residential) use and enjoyment, all readily accessible on foot to a considerable

adjacent population and by private and public transportation to the rest of the City.

B. The Center will attract a large volume of people in addition to those who have business there and will constitute an incentive to the sound growth of the City and particularly to the redevelopment and renewal of the areas around and adjacent to the Project Area.

C. Grave doubts will be eliminated as to the future use of the great area included in the Project Area, now vacant, new facilities will be made available for commercial, hotel and other productive uses, other building will be stimulated and a new opportunity for urban growth will be created.

D. The factors set forth earlier in this Application, preclude any reasonable possibility of the Project Area being split up and developed in separate parcels by different owners. A sound development of the Project Area requires that coordinated architectural and engineering planning for the construction of all improvements therein be undertaken at one and the same time, that such construction be performed in an integrated manner, and that such planning and construction be undertaken by an urban developer with the organization, facilities, experience and financial resources needed to carry the Project to completion and to properly manage and operate it.

"XII. The Project Area includes land within the location approved by the Department of Public Works for the extension of the Massachusetts Turnpike into the City of Boston.

"XIII. The carrying out of the Project will not involve the destruction or rehabilitation of buildings occupied in whole or in part as dwellings.

"XIV. Attached hereto as Exhibit B is a statement of the permissions, so far as known to the Applicant, which will be required for the Project to deviate from zoning, building, health and fire laws, codes, ordinances and regulations in effect in Boston. The Applicant hereby requests the Authority to grant such permissions.

"XV. The carrying out of the Project will require the grant of a permit for the erection, maintenance and use of a garage within five hundred feet of one or more buildings occupied in whole or in part as a public or private school having more than fifty pupils, or as a public or private hospital having more than twenty-five beds or as a church. That part of the structure upon the Project Area to be used as a garage will not be substantially detrimental to such a school, hospital or church because by far the largest portion of the area so to be used is situated entirely underneath the plaza, will be of fireproof construction, will be constructed and operated so as to prevent the emission of objectionable noise, fumes and odors and will be served by entrances and

exits designed so as not to interfere substantially with the flow of traffic on adjoining streets. The Applicant requests the Authority to determine that the part of the structure on the Project Area so to be used will not be detrimental to such a school, hospital or church.

"XVI. The Project involves the construction of units which constitute a single building under the Boston Building Code and Zoning Law, and the carrying out of the Project will require a declaration by the Authority, with the approval of the Mayor, that such units constitute separate buildings for the purposes of Chapter 138 of the General Laws. The Applicant requests such declaration and approval.

"XVII. Attached hereto as Exhibit C is a statement of the minimum standards to which the Applicant will be willing to conform in the financing, construction, maintenance and management (including the character and scope of charges to be made against income, and accounting procedures) of the Project.

"XVIII. Attached hereto as Exhibit D is a statement of the amounts to be paid to the City of Boston in addition to the excise prescribed by Section 10 of Chapter 121A, as heretofore amended, of the General Laws and the years in which such amounts are to be paid.

"XIX. If this Application is approved by the Authority and by the Mayor of the City of Boston and if within thirty days after the secretary of the Authority has filed with the City Clerk of the City of Boston a copy of the Authority's vote attested by such secretary with a copy of the approval thereof by the said Mayor likewise attested, no litigation has been instituted by the Applicant or otherwise questioning the



validity of such vote and approval, or either of them, or if litigation so instituted within such period does not result in a final adjudication that such vote and approval, or either of them, are invalid, the Applicant will require not more than 90 days thereafter to determine whether or not to carry out the Project. The Applicant upon making such determination shall notify the Authority in writing thereof and such determination may be conditional upon the award by the City acting through its Auditorium Commission of a contract for the construction of the proposed Municipal Auditorium.

"XX. The following material has been filed with the Authority and is made a part of this Application:

A. Site plans numbered A1.1, SK1, SK2 and SK3 showing the Project Area and the approximate location of the buildings and other improvements to be constructed as a part of the Project.

B. The drawings listed in Exhibit E attached hereto showing the buildings and other improvements to be constructed in the Project Area and adequate to show the nature and extent of the Project.

C. Outline specifications showing generally the character and quality of the construction to be employed in the Project.

D. Certain other material listed in Exhibit F attached hereto which the Applicant submits to show the nature and extent of the Project.

E. Ten conformed copies of this Application exclusive of the material referred to in this Article XX.

F. Five copies of a draft of the contract required by Section 6A of Chapter 121A of the General Laws, as heretofore amended, for carrying out the Project in the form which the Applicant is willing to execute if the Project is approved in accordance with this Application and if the Applicant determines to carry out the Project."

The Prudential Insurance Company of America files herewith ten conformed copies of this Amendment of Application and five copies of the amended form of Contract with the City of Boston.

Executed this 13th day of June , 1961, in the name and behalf of The Prudential Insurance Company of America by S. W. Toole its Vice President thereunto duly authorized by vote of its Board of Directors, of which a copy is attached hereto.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

{ corporate }
{ seal }

by S. W. Toole
Vice President

STATE OF NEW JERSEY

Essex, ss.

Newark, June 13th 1961

Then personally appeared S. W. Toole known to
me to be the Vice President of The Prudential Insurance
Company of America, and made oath that to the best of his
knowledge and belief the statements contained in the fore-
going Amendment of Application are true, before me,

{notarial
seal }

L. E. Siedler
Notary Public

My commission expires: Jan. 14, 1962

EXHIBIT E

List of Drawings

Prudential Tower Unit

<u>Dwg. No.</u>	<u>Title</u>
61-F	Master Plan
TA	Title Sheet
TA-2	Building Location and Reflecting Pool Plan
TA-3	Diagramatic Locations Sections
TA-4	Key Plans - Sub-basement, Basement and Mezzanine
TA-9	First Floor Plan (Plaza Level)
TA-10	Second Floor Plan
TA-11	Third Floor Plan
TA-12	Fourth Floor Plan
TA-13	Fifth Floor Plan
TA-14	6th through 11th Floor Plans
TA-15	12th Floor Plan (Mechanical Floor No. 1)
TA-17	13th through 17th Floor Plans and Typical Hung Ceiling
TA-18	18th Floor Plan
TA-19	19th and 20th Floor Plans
TA-20	21st Floor Plan (Mechanical Floor No. 2)
TA-21	22nd through 30th Floor Plans
TA-22	31st Floor Plan (Mechanical Floor No. 3)
TA-23	32nd through 38th Floor Plans
TA-24	39th, 40th and 42nd through 49th Floor Plans
TA-25	41st Floor Plan (Mechanical Floor No. 4)
TA-26	50th Floor Plan (Observation Level)
TA-27	51st Floor Plan (Mechanical Floor No. 5)
TA-28	52nd Floor Plan
TA-29	Penthouse 1st Floor Plan
TA-30	Penthouse 2nd Floor Plan and Roof Plan
TA-33	North and South Elevations
TA-34	East and West Elevations

Apartment Units

SK-224	Mezzanine Level Service Trucking Scheme "D"
SK-225	Street Level Service Trucking Scheme "D"
SK-231	Garage Level
SK-233	East Section Plaza Plans
TP-1	Title - Plot Plan - Index

Apartment Units (continued)

<u>Dwg. No.</u>	<u>Title</u>
AP-1	Plans - Garage Level - Street Level
AP-2	Plans - Mezz. Level Plaza Level
AP-3	Plans - 2nd Fl. Typical Apt. Floor
AP-4	Plans - Penthouse Apts. Mech. P.H. Floor
AP-5	Roof Plan Roof Details
AP-6	Elevations
AP-7	Sections W/stair Diagrams

Plaza, Garage and Commercial Units

A1.1	Site Plan
A1.2	Sub Basement (Garage) Plan
A1.3	Basement Street Plan
A1.4	Mezzanine Plan
A1.5	First Floor Plaza Plan
A1.6	Commercial Block A Basement Street Plan
A1.7	Commercial Block A Mezzanine Plan
A1.8	Commercial Block A Plaza Plan
A1.9	Commercial Block B Basement (Street) Plan
A1.10	Commercial Block B 1st Floor (Plaza) Plan
A1.11	Commercial Block C Basement (Street) Plan
A1.12	Commercial Block C 1st Floor (Plaza) Plan
A1.13	Commercial Block D Basement (Street) Plan
A1.14	Commercial Block D 1st Floor (Plaza) Plan
A1.15	Commercial Blocks A and B Roof Plans
A1.16	Commercial Blocks C & D Roof Plans
A2.1	Huntington Ave. & Boylston Street Plaza Ent. Elevations

Hotel

A-2	Hotel Garage Level Plan - North
A-3	Hotel Garage Level Plan - South
A-4	Hotel Street Level Plan - North
A-5	Hotel Street Level Plan - South
A-6	Hotel Plaza Level Plan North El. 36'-6" Inter Level Plan South El. 44'-9"
A-7	Hotel Plaza Level Plan South Pru Center 1st Floor El. 36'-6"
A-8	Hotel Conference Level Plan North El. 53'-0" Pru Center 2nd Fl.
A-9	Hotel Conference Level Plan South El. 53'-0" Pru Center 2nd Fl.
A-10	Hotel 2nd Mezz. Level Plan El. 65'-3" Pru Center 3rd Fl.
A-11	Hotel Motel Pool Deck & 1st Tower Level Pru Center 4th Fl.

Hotel (continued)

<u>Dwg. No.</u>	<u>Title</u>
A-12	Hotel 2nd thru 19th Tower Level Plan - West El. 87'-2" thru 240'-2" Pru Center 5th thru 22nd Fl.
A-13	Hotel 2nd thru 19th Tower Level Plan - East El. 87'-2" thru 240'-2" Pru Center 5th thru 22nd Fl.
A-14	Hotel 20th thru 22nd Tower Level Plan and 23rd Tower Level Plan Pru Center 23rd thru 26th Fl.
A-15	Hotel Mech. Equip. Level Elev. Mach. Rm Level Roof Plans
A-16	East & West Elevations
A-17	South Elevations
A-18	North Elevation

Alternate 1 - Lot B

<u>Dwg. No.</u>	
SK-1	Surface Parking, with Railroad Easement only, 82-1/2 feet wide
SK-2	Surface Parking, with combined Railroad and Turnpike or Freeway Easement varying in width from 132 feet to approximately 200 feet.
SK-3	Surface Parking, with Railroad Easement only, approximately 49 feet wide.

EXHIBIT F

Other Material Submitted to show the
Nature and Extent of the Project

Photographs of a model constructed by the Applicant showing the
Project as proposed by the Applicant.

This contract made this day of
1961, by and between THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, a mutual life insurance company organized and
existing under and by virtue of the laws of the State of
New Jersey and authorized to conduct business within the
Commonwealth of Massachusetts (hereinafter called the Company),
and CITY OF BOSTON, a municipal corporation of the Common-
wealth of Massachusetts (hereinafter called the City), acting
herein by virtue of the provisions of Sections 6A and 14 of
Chapter 121A of the General Laws and every other power and
authority it hereto enabling.

Whereas the Company, pursuant to the provisions of
Chapter 121A of the General Laws and Chapter 652 of the Acts
of 1960, filed with Boston Redevelopment Authority (herein-
after called the Authority), an application dated December
27, 1960 (hereinafter called the Application), for approval
of a redevelopment project and has since filed with the
Authority an amendment (hereinafter called the Amendment)
dated June , 1961, of said Application; and

Whereas there was filed with the Amendment and made a
part of the Application as so amended a draft of contract
required by Section 6A of said Chapter 121A which the Company
would be willing to execute if the Project proposed by the
Application as so amended (hereinafter called the Project)
should be approved in accordance with the Application as so

6/5/61

amended and if the Company should determine to carry out the Project; and

Whereas the Authority and the Mayor have approved the Project;

NOW THEREFORE,

1. The Company hereby AGREES with the City as follows:

- A. To carry out the Project (viz: the proposed development of Lot A and one of the proposed developments of Lot B as described in the Amendment) by financing, constructing, maintaining and managing the same in accordance with the Amendment, the provisions of said Chapter 121A as now existing, and the Rules and Regulations setting Minimum Standards for the financing, construction, maintenance and management of the Project set forth or referred to in the Authority's approval of the Project, a copy of which Rules and Regulations is attached to this contract.
- B. To pay to the City the respective amounts set forth in Statement of Amounts to be Paid to the City of Boston in Addition to the Excise Prescribed by Section 10 of Chapter 121A attached hereto.

6/5/61

2. The obligations of the Company under paragraph 1A of this contract are conditioned in all respects upon:
 - (a) the issuance to it of all permissions, variances, permits and licenses, which may be required with respect to the construction, maintenance and management of the Project (including without implied limitation permissions for such curb cuts and sidewalk crossings as the Company may reasonably require for vehicular access to adjoining streets); (b) the issuance to it of any approvals by the Commissioners of Insurance for the State of New Jersey and the Commonwealth of Massachusetts which may be required in connection with the Project; (c) the execution and delivery by the City, acting through its Auditorium Commission, of a contract with a general contractor for the construction of the proposed Municipal Auditorium; and (d) the entry of an Order in the Public Improvement Commission of the City of Boston widening that portion of Dalton Street which extends from Scotia Street to Belvidere Street in such manner that the westerly line of the portion of said Dalton Street so widened shall be coincident with an extension in a southerly direction of the westerly line of that portion of Dalton Street widened, relocated and extended by Order in the Public Improvement Commission of the

City of Boston dated December 23, 1959, and as shown on plan entitled "City of Boston Dalton St. Boston Proper December 21, 1959 James W. Haley Division Engineer-Survey Division Public Works Department."

The Company shall not be held in any way responsible for delays which may occur in the construction, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Company's reasonable control. The Company agrees to use due diligence to secure all such permissions, variances, permits and licenses and to overcome all such delays.

3. The City AGREES with the Company to perform or cause to be performed without cost to the Company the various items listed in the "Statement of Undertakings by the City" attached hereto. The City shall not be held in any way responsible for delays which may occur in its performance by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the City's reasonable control. The City AGREES to use due diligence to perform all said items or cause them to be performed and to overcome all such delays.

4. The Company and the City AGREE with each other that, without mutual consent, any amendment, subsequent to the delivery of this contract, of any of the provisions of said Chapter 121A of the General Laws or of Chapter 652 of the Acts of 1960 or of the Rules, Regulations and Standards now applicable to the Project shall not affect the Project.

The Provisions of this contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that nothing herein contained shall apply in the event a successor in interest elects option 3 under the provisions of Section 16A of said Chapter 121A of the General Laws as now in effect.

EXECUTED as a sealed instrument the day and year first above written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

by _____

CITY OF BOSTON

by _____ Mayor

STATEMENT OF UNDERTAKINGS BY THE CITY

1. The City shall construct, in accordance with usual city standards for public streets, that portion of Dalton Street extending from Boylston Street to Scotia Street as widened, relocated and extended by Order in the Public Improvement Commission of the City of Boston dated December 23, 1959, and as shown on Plan entitled "City of Boston Dalton St. Boston Proper December 21, 1959 James W. Haley Division Engineer-Survey Division Public Works Department" which is on file in said Department.

2. If the Public Improvement Commission of the City of Boston shall enter an Order widening that portion of Dalton Street which extends from Scotia Street to Belvidere Street, the City shall construct in accordance with usual city standards for public streets said portion of Dalton Street as so widened.

3. The City shall construct, in accordance with usual city standards for public streets, that portion of Belvidere Street extending from Dalton Street as widened to Huntington Avenue, as said Belvidere Street was widened, relocated and extended by Order in the Public Improvement Commission in the City of Boston dated December 23, 1959, and as shown on Plan in two parts entitled "City of Boston Belvidere St. Boston Proper Dec. 21, 1959 James W. Haley Division Engineer-

-Survey Division Public Works Department" which is on file in said Department. Said Order is subject to the right of the Company to construct, maintain and use in the land included within the bounds of the above portion of Belvidere Street as widened, relocated and extended, subsurface parking and other facilities (including gutter drains) in accordance with said Plan in two parts and the Company in its grant of easement to the City dated December 18, 1959, filed in the Suffolk Registry District as Document No. 241872, agrees to construct and maintain edgestones and sidewalks along the side of said portion of Belvidere Street as so widened, relocated and extended adjoining the Project as shown on said Plan and the gutter drains also shown thereon. The City shall undertake the construction required by it under this paragraph 3 within three months after notice given by Applicant to the Commissioner of Public Works or as soon after the expiration of said three months as weather permits.

4. The City shall from time to time instal and maintain such lights and related equipment to control traffic in and out of the Project Area as its Traffic Commission, after consultation with such persons as the Applicant may designate, shall determine.

5. The City shall within three months after notice given by the Applicant to the Commissioner of Public Works

on or before completion of the Project, or as soon after the expiration of said three months as weather permits, commence to resurface the roadways of Boylston Street, Exeter Street and Huntington Avenue adjacent to the Project Area and the sidewalks thereof immediately adjacent to the Project Area and prosecute such work with due diligence in accordance with usual City standards for new public streets.

6. The City shall from time to time instal and maintain within all streets upon which the Project Area abuts so far as adjacent to the Project Area such lighting fixtures as the Commissioner of Public Works, after consultation with such persons as the Applicant may designate, shall determine to be necessary to provide illumination suitable for a high-grade commercial area.



I, Wm. D. Freeston, Secretary of The Prudential Insurance Company of America, a New Jersey corporation, having custody of the books, papers and records of said corporation and of the minutes of the proceedings of its Board of Directors, hereby certify:

1. That the By-laws of said corporation as now in full force and effect contain among other provisions the following:

"Any one of the vice presidents shall have power to execute on behalf of the corporation all instruments, deeds, contracts and other corporate acts and papers, subject only to the provisions of By-law 24."

2. That By-law 24 deals only with contracts of annuity and insurance.

3. That at a regular meeting of said Board duly held at Newark, New Jersey, on June 13, 1961, at which a quorum was present and acting throughout, the following resolution was unanimously adopted:

"RESOLVED: That the proper officers of the Company are hereby authorized for and in the name of the Company to execute and file with the Boston Redevelopment Authority an amended application for the approval of Prudential Center in Boston as a redevelopment project pursuant to Chapter 121A of the General Laws of Massachusetts, the provisions of Chapter 652 of the Acts of 1960 and the rules and regulations of the Boston Redevelopment Authority; that such amended application be substantially in the form on file with the minutes of this meeting and with such changes therein as said officers shall approve; and that the execution and filing of said amended application shall be conclusive evidence of such approval."

4. That the foregoing resolution has not been rescinded, amended or modified and is in full force and effect at the date hereof.

5. That at the date hereof S. W. Toole is a Vice President of said corporation

6. That the amended application to which this certificate is attached is substantially in the form referred to in said resolution.

(SEAL)

/S/ WM. D. FREESTON
Wm. D. Freeston
Secretary.

Dated: June 13, 1961.

I, Wm. D. Freeston, Secretary of The Prudential Insurance Company of America, a New Jersey corporation, having custody of the books, papers and records of said corporation and of the minutes of the proceedings of its Board of Directors, hereby certify:

1. That the By-laws of said corporation as now in full force and effect contain among other provisions the following:

"Any one of the vice presidents shall have power to execute on behalf of the corporation all instruments, deeds, contracts and other corporate acts and papers, subject only to the provisions of By-law 24."

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4. That the foregoing resolution has not been rescinded, amended or modified and is in full force and effect at the date hereof.

5. That at the date hereof S. W. Toole is a Vice President of said corporation.

6. That the amended application to which this certificate is attached is substantially in the form referred to in said resolution.

(SEAL)

/s/ WM. D. FREESTON
Wm. D. Freeston
Secretary.

Dated: June 13, 1961.

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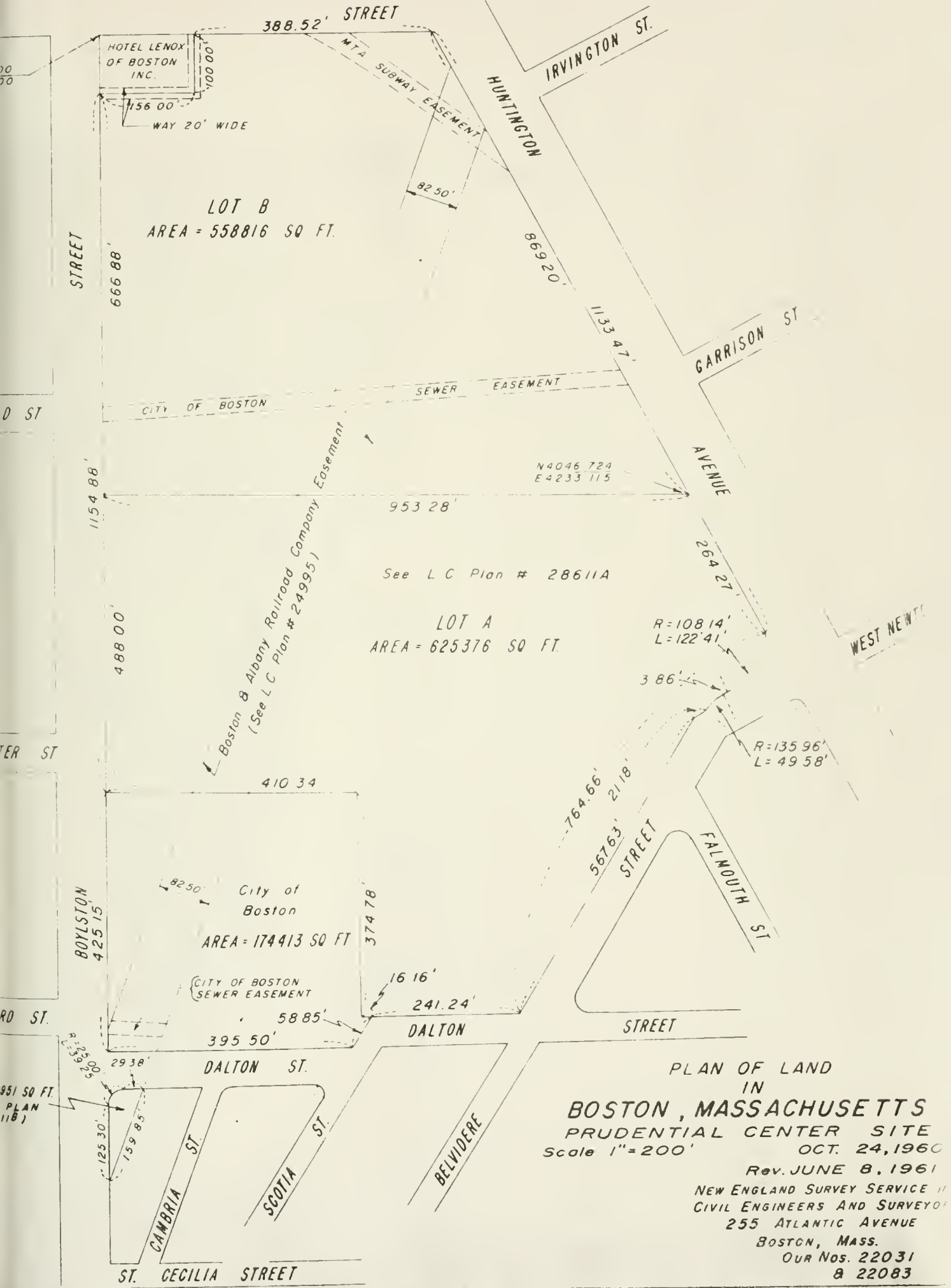
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HOTEL LENOX
OF BOSTON
INC.

1156 00'
WAY 20' WIDE

LOT B
AREA = 558816 SQ FT.

CITY OF BOSTON

SEWER EASEMENT

N4046 724
E4233 115

See L C Plan # 28611A

LOT A
AREA = 625376 SQ FT.

R=108 14'
L=122' 41'

R=135 96'
L=49 58'

City of Boston
AREA = 174413 SQ FT

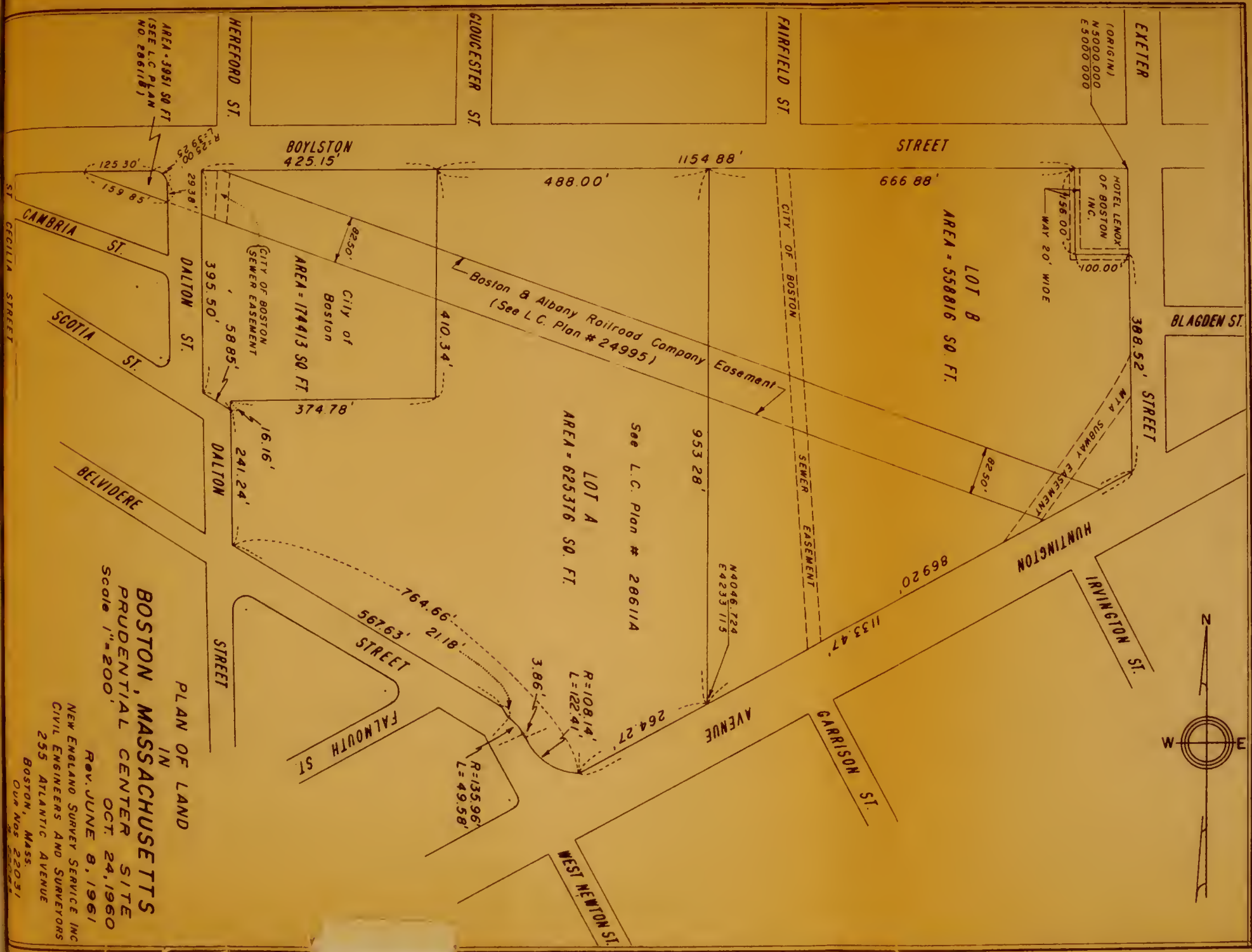
CITY OF BOSTON
SEWER EASEMENT

DALTON ST.

DALTON STREET

STREET

PLAN OF LAND
IN
BOSTON, MASSACHUSETTS
PRUDENTIAL CENTER SITE
Scale 1"=200'
OCT. 24, 1960
REV. JUNE 8, 1961
NEW ENGLAND SURVEY SERVICE, INC.
CIVIL ENGINEERS AND SURVEYORS
255 ATLANTIC AVENUE
BOSTON, MASS.
OUR NOS. 22031
8 22083



PLAN OF LAND
IN
BOSTON, MASSACHUSETTS
PRUDENTIAL CENTER SITE
Scale 1"=200'
OCT. 24, 1960
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NEW ENGLAND SURVEY SERVICE INC.
CIVIL ENGINEERS AND SURVEYORS
255 ATLANTIC AVENUE
BOSTON, MASS.
OUR NOS. 22031

EXHIBIT B

Statement of Permissions Required
for Deviations

A. Building Code

1. Sections 3004 (b) and 3005 (k). Permit welded joints in pipes 2-1/2" in diameter or larger in lieu of screw fittings, flanges or unions provided the materials of pipes, welding procedures and qualifications of welders employed shall comply with either A.S.A. B 31.1 Code for Pressure Piping, Appendix F, ASME Boiler and Pressure Vessel Code or A.P.I. Standard for Field Welding of Pipe Lines.

2. Section 3007 (a). In place of the water supply required by this section, permit a combined house and fire supply tank so constructed as to: (a) insure the reservation in the combined tank of the required amount of water for fire fighting purposes and (b) to circulate the entire contents of the combined tank in order to prevent the accumulation of stagnant water.

3. Section 3003 (d). Permit 75 feet of hose instead of 50 feet.

4. Sections 2312 and 2812. Include in these sections the following provisions as applicable to hotel and dwelling units:- The pressure in structures over 100 feet in height shall be assumed to be 20 pounds per square foot of exposed surface from

the top of the structure down to the 100-foot level. When the stress in any member due to wind is less than $33\frac{1}{3}\%$ of the stress due to live and dead loads, such stress due to wind may be neglected. For combined stresses due to wind and other loads the permissible working stress shall be increased by $33\frac{1}{3}\%$ provided the section thus found is at least that required by the dead and live loads alone. For stresses due to wind only, the permissible working stress shall be the same as for live and dead loads, with the exception of rivets, bolts, and welds where the permissible working stress shall be increased by $33\frac{1}{3}\%$.

5. Part 26. Permit deviations from the provisions of the sections in this Part provided that all of the reinforced concrete construction in the structures to which the deviations apply shall conform to the requirements of the American Concrete Institute Building Code instead of the Boston Building Code.

6. Section 3107 (b). Permit termination of sewer ejector vent of 6" pipe at the 12th floor mechanical room in the office building unit.

7. Section 3108 (g). Permit with respect to traps on floor drains in the garage space continuation of the code deviation granted on December 4, 1959, by the Board of Appeal in Case No. 1610.

8. Section 3104. Permit use of $2\frac{1}{2}$ " pipe and permit drain lines and vents in buildings more than 125' in height to comply with the size listed in the code rather than one size larger than that so listed.

9. Sections 3110 (e) and 3111 (c). In buildings more than 125' in height permit the coupling of two or more vent pipes adequately sized.

10. Section 2305. In plaza areas and walkways located above city street levels permit live load of 150 pounds per square foot.

11. Section 1602 (f). Permit the use of plaster board or mineral batts as backing for wood veneer.

12. Section 1808 (1). Permit continuation of the code deviation granted on December 4, 1959, by the Board of Appeal in Case No. 1610 allowing the use of more than 15 risers in any one run of stairs provided the total rise does not exceed that normally found in a 15-rise run of stairs.

13. Section 1808 (1). Permit continuation of the code deviation granted on December 4, 1959, by the Board of Appeal in Case No. 1610 allowing the elimination of intermediate hand rails from ornamental outside stairs and sidewalk platforms.

14. Section 804 (c). Permit continuation of the code deviation granted on December 4, 1959, by the Board of Appeal in Case No. 1610 allowing the construction of ramps or wells piercing more than one floor without enclosures provided they are protected by sprinklers.

B. Electrical Code.

1. Sections 7001, 7003, 7011 and 7021. Permit emergency lighting and fire pump to be fed from a source ahead of the main switchboard.

2. Section 2203. Permit the substitution of the applicable provisions of the National Electric Code (Page 36, Section 220-4) for Section 2203 of the Boston Electrical Code.

3. Section 4314. Permit the substitution of the applicable provisions of the National Electric Code (Page 208, Article 430-26) for Section 4314 of the Boston Electrical Code and the use of a diversity factor of 70 per cent in sizing the feeder to a group of elevator motors.

4. Section 4164. Instead of the requirement that receptacles installed in bathrooms be located at least four feet from bathtubs, shower stalls and wash bowls, permit such receptacles to be installed in a safe location within the bathroom approved by the Boston Building Department.

5. Section 4116. Instead of the requirement that local switches in bathrooms be located at least three feet from exposed grounded objects, otherwise outside the bathroom, permit such switches to be installed in a safe location within the bathroom approved by the Boston Building Department.

6. Section 4321-a. This requires the installation of dual element fuses adjacent to motors even though other types of over-current devices are installed. The Applicant requests that the applicable provisions of the National Electric Code (Page 208, Sections 430-32) be substituted for Section 4321-a of the Boston Electrical Code and that heaters in starters be permitted as the sole interrupting devices, except that in any case where the starter is not in sight of the motor a disconnect switch or fuse device shall be located at the motor.

7. Section 2131. Permit the use of 277-480 volts power conforming to the applicable provisions of the National Electric Code (Page 30, Section 210-6) and also permit 277 volt switching provided that the same shall apply to lighting circuits already conforming to Section 210-6 of the National Electric Code, Standard of the National Board of Fire Underwriters for Electric Wiring and Apparatus, Edition of 1959, and provided further that all wiring, switches and other parts of the lighting circuits are designed and certified for use with such voltage and that circuits of this voltage do not supply energy to convenience outlets or receptacles intended for use of portable electric appliances commonly used for domestic purposes.

C. Zoning Law.

1. Permit the construction and use of the building units referred to in Decision of the Board of Appeal dated May 5, 1958, confirmed by the Board of Zoning Adjustment on June 19, 1958, to exceed the heights permitted by Section 15 of the Zoning Law.

2. Permit the hotel and certain of the apartment units referred to in said Decision to be moved from the locations shown on the plans upon which said Decision was based to the locations shown on the Site Plan filed with this Application, and altered so as to conform to the plans, drawings and specifications filed with this Application.

EXHIBIT C

Minimum Standards for Financing, Construction,
Maintenance and Management

A. Financing. The entire cost of constructing the Project (viz: the proposed development of Lot A and one of the proposed alternative developments of Lot B) shall be paid by the Applicant from its own funds.

B. Construction. The Applicant shall cause the Project, as described in the Application and its accompanying addenda, to be constructed in a good and workmanlike manner employing materials of good quality and so as to conform to the zoning, building, health and fire laws, codes, ordinances and regulations in effect in Boston, except to the extent that permissions are granted by Boston Redevelopment Authority with the approval of the Mayor for the Project to deviate from such laws, codes, ordinances or regulations. Whether or not the construction complies with said laws, codes, ordinances and regulations, as the same may be varied by said permissions for deviations shall, subject only to judicial review, be determined exclusively by the Building Department of the City of Boston and all inspections to determine such compliance shall be conducted by it. Compliance by the Project with the Application shall, subject only to judicial review, be determined exclusively by the Authority.

The construction shall be undertaken within the time stated in the Application, and shall be carried on with reasonable diligence and shall not be suspended or delayed without reasonable cause. The Applicant may commence and carry on the construction in stages and may let separate contracts for various portions of the work in each section.

C. Maintenance and Management. Upon completion of the construction and until the expiration of forty years after the date of the approval of the Project, the Applicant shall, except in the case of damage by casualty (excluding fire and other risks to the extent that such other risks are covered by insurance), at its cost and expense keep and maintain, or cause to be kept and maintained, in not less than a reasonable state of repair, order and condition, the Project, including the exterior and interior of all buildings, structures and improvements thereon, all fixtures and equipment used in connection therewith so far as within the control of the Applicant and not owned by tenants, and the plaza, roads, walks, approaches and landscaping within the Project Area. The applicant shall also during the same period make or cause to be made all necessary replacements of such fixtures and equipment which become worn out and in case of damage by fire to any of said buildings, structures, improvements, fixtures and equipment, shall repair such damage or cause the same to be repaired. All repairs

to generally accepted accounting principles in which shall be recorded: all sums from time to time invested by the Applicant in the Project; and all information necessary for the computation of (i) the payments which the Applicant is required to make pursuant to the provisions of Sections 10 and 15 of Chapter 121A of the General Laws as heretofore amended, (ii) the specific or ascertainable amounts which the Applicant, as stated in the Application, is to pay to the City in addition to the excises prescribed by Section 10 of said Chapter 121A as heretofore amended and (iii) the amounts which the Applicant shall be entitled to receive and accept for its general purposes as net income from the Project pursuant to the provisions of Section 18 (f) of said Chapter 121A as heretofore amended. Within ninety (90) days after the end of each calendar year the Applicant shall deliver to the Commissioner of Insurance a statement for such calendar year certified by an officer of the Applicant giving in reasonable detail the information necessary for the computation of the foregoing items and computing the same. The Commissioner of Insurance shall at all reasonable times be permitted to examine and audit all such accounting records.

2. Definitions for the Purposes of Making Computations Required by the Provisions of Chapter 121A. For the purposes of making the computations required by said provisions of Sections 10, 15 and 18 (f) of said Chapter 121A as heretofore

and replacements shall be of good quality and carried out in a good and workmanlike manner. The Applicant shall maintain or cause to be maintained the Project in such manner and in such condition as to be conducive to the continuance during said period of the Project as a facility of good character and free of blight and uses which are undesirable socially or economically.

The Applicant shall conduct its operations in a manner calculated to attract and retain tenants of good character. Facilities shall be provided to make adequate heat available to all building units during the seasons of the year in which heat is normally required in the City of Boston. Janitor service shall be provided for cleaning all common areas and for removal of snow from sidewalks and other exterior areas when necessary. Passenger elevator service shall be provided for the high-rise building units. All entrances, lobbies, corridors and other common areas within the buildings shall be lighted adequately, and reasonable lighting shall be provided for the plaza and other open areas outside the buildings. Hot and cold water shall be made available for drinking, lavatory and toilet purposes.

D. Accounting Procedures.

1. Maintenance of Accounting Records. The Applicant shall keep and maintain at all times during the period of forty years referred to above accounting records conforming

amended, the following terms used in said sections shall have the following meanings:

(a) "Gross Income" and "Gross Receipts" shall mean all rentals and other revenues of any kind derived by the Applicant from the operation of the Project determined in accordance with generally accepted accounting principles. If the Applicant occupies or uses one or more parts of the Project for purposes of its business not directly related to the construction, alteration, maintenance, repair, operation or management of the Project, no income from such business shall be included in computing Gross Income or Gross Receipts, but in lieu thereof such amount as the Applicant and the Authority shall in each year not later than June 30 agree, or in the event of their failure so to agree, the Commissioner of Insurance shall determine, to be the fair rental value for such year of parts so occupied or used (with proportionate decrease of such amount for any parts of the Project so occupied for only a portion of such year) shall be included in computing Gross Income or Gross Receipts.

(b) "Net Income" shall mean Gross Income or Gross Receipts less all expenses incurred in connection with the Project properly deductible from Gross Income or Gross Receipts in accordance with generally accepted accounting principles, including, without implied limitation, expenses of maintenance, operation and management of the Project,

including such part of the salaries, wages and reimbursable expenses of Applicant's employees, of the cost of employee benefits and of the general administrative expenses of the Applicant as may be properly allocable to such maintenance, operation and management; amortization or depreciation which may, at the election of the Applicant, be at such annual rates and in accordance with such methods as in each year during said 40-year period may be allowed to the Applicant by the Internal Revenue Service of the United States of America or at such other annual rates and in accordance with such other methods as are in accordance with generally accepted accounting procedures; to the extent that provision therefor is not included within such amortization or depreciation, reserves essential to the management of the Project including, without implied limitation, reserves against bad debts and vacancies; ground rent and other payments under leases; fees, taxes, assessments, excises and other payments including, without limitation, real estate taxes and payments pursuant to Chapter 121A and to Exhibit D of the Application; interest on mortgages and other indebtedness; premiums, fees and other charges and expenses incurred in connection with the insurance or guarantee of any annual rent from the Project including, without limitation, business interruption insurance and rent insurance carried by the Applicant; premiums, fees and other charges and expenses incurred in connection with ^{other} insurance including, without limitation, fire

and extended coverage, boiler insurance and liability insurance, all such other insurance to be in such form and in such amounts as are customarily carried on similar improvements similarly situated; that part of taxes on Applicant's income which is properly allocable to the Project; any other taxes measured by Applicant's income from or investment in the Project; transfers to surplus or reserves authorized by the Commissioner of Insurance; and other payments authorized or approved by the Commissioner of Insurance. All of the expenses referred to in this paragraph (b) shall be included, without implied limitation, among the deductions from gross receipts set forth or referred to in Section 15 of said Chapter 121A.

(c) "The Amount Invested by the Applicant in the Project" shall include without implied limitation the following expenditures and charges incurred by the Applicant at any time heretofore or hereafter:

Cost of the land (including the land described in the Application and any other adjacent land used in connection with the operation, maintenance or management of the Project with the approval of the Authority which is now owned or may be acquired hereafter by the Applicant); architectural, engineering and legal fees and expenses in connection with the acquisition of the land as defined above and the planning and construction of the Project and real property improvements; cost of land surveys, studies and tests; cost of

preparing the site, including the cost of demolishing buildings; cost of all construction and real property improvements which for the purposes of this paragraph shall include, without implied limitation, all landscaping, walks, streets, sewers and utility and drainage facilities; expenditures for acquiring, constructing and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of the Project which, under generally accepted accounting principles, would be treated as capital expenditures; that part of the salaries, wages and reimbursable expenses of the Applicant's employees and of the cost of employee benefits and of the general administrative expenses of the Applicant which are properly allocable to the acquisition of the land and the planning and construction of the Project and real property improvements; and any other direct and indirect expenses which under generally accepted accounting principles should be treated as capital expenditures.

(d) "The Amount Invested by the Applicant in the Project for Each Year in which It owns or Has owned the Project," as used in said Section 18 (f) of said Chapter 121A, shall mean The Amount Invested by the Applicant in the Project from time to time less the aggregate amount of amortization or depreciation provided for above, such amortization and depreciation to be computed down to the

first day of the calendar year with respect to which any determination is being made.

E. Receipt by Applicant of Net Income. The Applicant shall be entitled to receive and accept for its general purposes as net income from the Project sums not exceeding six per cent of the amount invested by it in the Project for each year in which it owns or has owned the Project, except that, if in any year it has so received a sum less than the aforesaid six per cent, it may so receive in a subsequent year or years additional sums not exceeding in the aggregate such deficiency without interest. The amounts so received and accepted shall be included among the deductions from gross receipts set forth or referred to in Section 15 of said Chapter 121A.

EXHIBIT D

Statement of Amounts to be paid to the City of Boston in addition to the excise prescribed by Section 10 of Chapter 121A

Except as provided below, the Applicant proposes to pay to the City of Boston in each of the forty calendar years next following the year in which the Application, to which this Exhibit D is attached, is approved the respective amounts, if any, by which the sum of the applicable amounts hereinafter set forth with respect to Lots A and B shown on Plan of Land in Boston by New England Survey Service, Inc., dated October 24, 1960, revised ^{June 8,} ~~May 10,~~ 1961, filed herewith as Exhibit A, exceeds the excise prescribed for such calendar year by Section 10 of Chapter 121A of the General Laws as now existing.

With respect to Lot A: in each such calendar year prior to and including the calendar year in which construction of any building unit on Lot A is carried above the Plaza level as shown on the plans listed in Exhibit E filed herewith, \$288,000; in the first year thereafter, \$384,000; in the second year thereafter, \$512,000; in the third year thereafter, \$672,000; in the fourth year thereafter, \$864,000; in the fifth year thereafter, \$1,088,000; in the sixth year thereafter, \$1,344,000; in the seventh year thereafter, \$1,632,000; in the eighth year thereafter and in each subsequent year, \$1,920,000, but in no event more

(a) in any calendar year after the seventeenth calendar year following the calendar year in which construction of any building unit on Lot A is carried above the Plaza level

as shown on the plans listed in Exhibit E filed herewith
or

- (b) in any calendar year following the calendar year in which the building units on Lot A are damaged or destroyed to the extent of fifty per cent or more of the then value of all the building units on Lot A by casualty (excluding fire and other risks to the extent that such other risks are covered by insurance)

than an amount equal to the taxes which would have been assessed for such calendar year upon the real estate included in Lot A and the tangible personal property of the Applicant used in connection with the operation, maintenance or management of the Project in Lot A, if such real estate and tangible personal property had not been exempt from taxation.

Whenever after construction of a building unit on Lot A is carried above the Plaza level as aforesaid and before the end of the seven calendar years (determined in accordance with this paragraph) after such construction is so carried, construction of the Project on Lot A is stopped for more than 180 successive calendar days due to a cause or causes not reasonably within the Applicant's control (excluding damage or destruction limiting payments as provided in the preceding paragraph), the calendar year in which such work stoppage begins (hereinafter sometimes called the stoppage year) shall be deemed not to end until such work shall have been resumed and a period of time shall have elapsed after such resumption equal to the period of time between the beginning of such work stoppage and the last day of the calendar year in which such work stoppage began (the actual calendar year in the case of the first work stoppage and the calendar year as determined in accordance with

this paragraph in the case of a subsequent work stoppage); and the amount payable in such year shall, instead of the amount specified in the preceding paragraph for such year, be a sum equal to one-twelfth of said amount multiplied by the number of months and any fraction of a month in such year as modified by this paragraph. The calendar year next after the calendar year in which such work stoppage began shall be deemed to begin with the end of the stoppage year (determined in accordance with this paragraph) and, unless it in turn is affected by the preceding provision of this paragraph because of another such work stoppage beginning in it, terminate with the first annual anniversary of such end; and a like annual period shall be deemed to constitute each calendar year thereafter not so affected to and including the seventh calendar year, but in any event the period of time between the termination of the seventh calendar year as modified by this paragraph and the first December 31 thereafter shall be deemed to be the eighth calendar year; and the nine ensuing calendar years shall be respectively deemed to be the ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, fifteenth, sixteenth and seventeenth calendar years; and the amount payable in such eighth calendar year shall, instead of the \$1,920,000 specified in the preceding paragraph, be a sum equal to one-twelfth of said amount multiplied by the number of months and any fraction of a month in such year as modified by this paragraph.

With respect to Lot B: in each such calendar year prior to and including the calendar year in which construction of any building unit on Lot B is completed, \$162,000, and in each subsequent calendar year \$162,000 and such further sums as may be added thereto pursuant to the provisions set forth below in this paragraph, but in

no event more in any calendar year after the seventeenth calendar year following the calendar year in which the construction of any building unit on Lot A is carried above Plaza level than an amount equal to the taxes which would have been assessed for such calendar year upon the real estate included in Lot B and the tangible personal property of the Applicant used in connection with the operation, maintenance or management of the Project in Lot B, if such real estate and tangible personal property had not been exempt from taxation. If, and as often as, the Applicant shall determine to construct any building or building unit upon Lot B, pursuant either to the approval by the Authority and the Mayor of the Project described in the Application, to which this Exhibit D is attached, or pursuant to such approval of an application to amend said Project, it shall estimate the gross income which it expects to receive from the operation of Lot B during the first calendar year following completion of the construction and shall in writing advise the Authority and the Mayor of the City of Boston of such estimate. In each calendar year following the calendar year in which any such construction is completed, the amount by which twenty per cent of such estimated gross income exceeds \$162,000 shall be added to the minimum of \$162,000 stated above, whether the actual gross income is higher or lower.

With respect to Lots A and B together: if in the eighth calendar year after the calendar year in which construction of any building unit on Lot A is carried above the Plaza level, as shown on the plans listed in Exhibit E filed herewith, or in any subsequent year, 20 per cent of the gross income of the Project on Lots A and B together exceeds the sum of (a) \$1,920,000 with respect to Lot A and (b) \$162,000 with respect to Lot B, or any increase in the latter

figure occurring pursuant to the provisions set forth in the next preceding paragraph, the Applicant shall pay to the City of Boston in that year, instead of the amount hereinabove prescribed, the amount, if any, by which 20 per cent of the gross income of the Project on Lots A and B together exceeds the excise prescribed for such calendar year by Section 10 of Chapter 121A of the General Laws as now existing but in no event more in any such calendar year after the seventeenth calendar year following the calendar year in which the construction of any building unit on Lot A is carried above Plaza level than an amount equal to the taxes which would have been assessed for such calendar year upon the real estate included in Lots A and B and the tangible personal property of the Applicant used in connection with the operation, maintenance or management of the Project in Lots A and B if such real estate and tangible personal property had not been exempt from taxation. Any payments which may become due on account of the provisions of this paragraph for any calendar year shall be paid to the City on or before April 1 of the year next following such calendar year.

Notwithstanding the foregoing provisions: (a) Any payments due by the Applicant with respect to any calendar year pursuant to the provisions of Section 15 of said Chapter, as now or hereafter in effect, shall reduce the payments due with respect to such calendar year by the Applicant pursuant to the provisions of this Exhibit D, but shall not reduce the payments prescribed by Section 10 of said Chapter as now in effect; and (b) if the Applicant, notwithstanding the provisions of the contract to which this Exhibit D is attached, shall in any year pay to the Commonwealth of Massachusetts or any political subdivision thereof any excise or tax measured by Applicant's income from or investment in the Project additional to the excise pro-

vided for by Section 10 of said Chapter 121A as now in effect and the payment provided for by Section 15 of said Chapter as now in effect, the applicable amounts stated in or computed in accordance with the preceding paragraphs of this Exhibit D shall be reduced by the amount of such additional excise or tax. Any overpayment applicable to one calendar year shall at the election of the City be either refunded or applied by the City to reduce the payment due in the next calendar year except that with respect to the last calendar year in the forty-year period referred to above any overpayment by the Applicant shall be refunded by the City.

The phrase "gross income of the Project", as used in this Exhibit, shall with respect to Lots A and B or either of them be deemed to mean the aggregate of the following:

1. the gross rentals received by the Applicant from the Project exclusive of any and all payments received by the Applicant (even though designated as "additional rent") to reimburse the Applicant for (a) any services rendered, any expense incurred, and any payments made, for or on behalf of a tenant for which a separate charge is made, and (b) any expenses incurred by the Applicant in connection with any default of a tenant;

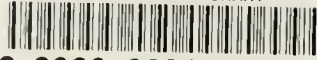
2. the net income (before income taxes) derived by the Applicant from any recreational, service or other facility (including any garage or parking space) operated by the Applicant within the Project Area but outside the area for which a sum computed at the rate of Fifty Cents per square foot per month is includable under Clause 3 hereof, such net income to be determined in accordance with generally accepted accounting principles; and

3. a sum computed at the rate of Fifty Cents per month for each square foot of area within all floor space occupied by the Applicant within any office, commercial or apartment building unit in the Project Area, if such occupancy is primarily for a business not directly related to the construction, alteration, maintenance, repair, operation or management of the Project. For the purpose of this clause, area shall be computed by using the measurements of the inside of the exterior walls of the space occupied and deducting therefrom the area of all spaces, and their enclosing walls, used, or designed for use, in the operation of the building, including in such deduction, without limiting the generality of the foregoing, the area of all void spaces, toilet rooms, janitor closets, stairs, escalators, elevator shafts and lobbies, storage spaces within the elevator core, mechanical equipment rooms, electrical closets, dumb waiters, vertical ducts, pipe shafts, flues and stacks.

Except as hereinbefore provided, no income realized by the Applicant from any business not directly related to the construction, alteration, maintenance, repair, operation or management of the Project shall be included in computing the gross income of the Project.

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